

	provided pursuant to each audited Call-Off Contract according to the scale below: Level 1 – Poor Non compliant materials used / poor workmanship / evidence of inaccuracies or omissions (Completion Certificate not counter-signed by the Company (i.e no Valid Completion Certificate issued)) Level 2 – Moderate practice Below satisfactory output / some minor inaccuracies or minor omissions (Completion Certificate not counter-signed by the Company (i.e no Valid Completion Certificate issued)) Level 3 – Acceptable Meet standards and workmanship requirements (Completion Certificate counter-signed by the Company (i.e Valid Completion Certificate issued)).	
Monitoring Methods	For applicable Call-Off Contracts the Company will, Quarterly, assess the Supplier's performance and/or delivery of each Call-Off Contract Percentage success rate = <u>Number of Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter with a score of 3</u> Total number of Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate within the measured Quarter	

Performance Levels		Abatements?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 80% and 94.99%	An amount equivalent to 1% of the aggregate Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3
Unsatisfactory	Percentage success rate is between 50% and 79.99%	An amount equivalent to 2% of the aggregate Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3
Unacceptable	Percentage success rate is less than 50%	An amount equivalent to 3% of the aggregate Contract Price of the Call-Off Contracts in respect of which the Supplier has submitted a Completion Certificate in the relevant Quarter but in respect of which the Supplier has not achieved a score of 3

KPI 3		
Key Performance Indicator	Management Information Reporting	
Measure	Timeliness and accuracy of reporting	
Event Definition	Submission by Supplier of all reports (on time in full) as prescribed in Schedule 17 (Contract Management)	
Monitoring Methods	The Company will assess the Supplier's performance in respect of its reporting obligations under Schedule 17 (Contract Management) Quarterly	
	Percentage success rate =	
	$\frac{\text{Number of reports delivered complete, accurate in all material respects and on time}}{\text{Total number of reports due}} \times 100$	

	(due within the measured Quarter)	
Performance Levels		Abatement?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 80% and 94.99%	None
Unsatisfactory	Percentage success rate is between 50% and 79.99%	None
Unacceptable	Percentage success rate is less than 50%	None

KPI 4		
Key Performance Indicator	Lost Time Injuries	
Measure	Number of lost time injuries to Supplier Personnel engaged or due to be engaged in performing the Services under a Call-Off Contract	
Event Definition	Lost time injuries or "LTIs" in respect of Supplier Personnel engaged or due to be engaged in the delivery of the Services Lost time injury or LTI means an injury or illness arising from a work related activity resulting in any loss of productivity in respect of a Call-Off Contract	
Monitoring Methods	The number of LTIs, per Quarter, in respect of Supplier Personnel engaged or due to be engaged in the delivery of the Services.	
Performance Levels		Abatement?
Meets Requirements	0 LTIs	None
Below Requirements	n/a	None
Unsatisfactory	1 LTI	None
Unacceptable	More than 1 LTI	None

KPI 5		
Key Performance Indicator	Timely and compliant submission of Tender Responses (Mini-Competition) (applicable only to Call-Off Contracts with a Contract Price in excess of £5000)	
Measure	Number of "nil", late, incomplete or non-compliant Tender Responses (Mini-Competition) occurring within a Quarter	
Event Definition	In respect of a Mini-Competition, Tender Response (s) (Mini-Competition) is nil, non-complaint, incomplete or late. A Supplier written (or via electronic) response issued in accordance Clause 7.8 (Ordering Procedure and Mini-Competition) to the Mini - Competition providing notification that the Supplier shall not be making a submission with full justification, received on or prior to the Mini- Competition return date specified in the ITT (Mini-Competition), shall not be considered as a nil response, late, incomplete, nor non-compliant.	
Monitoring Methods	The Company will assess the Supplier's submission of Tender Responses (Mini- Competition) to Mini-Competitions, Quarterly. Percentage success rate = $\frac{\text{Number of Tender Responses (Mini-Competition) delivered complete and on time}}{\text{Total number of Tender Responses (Mini-Competition) due (due within the measured Quarter)}} \times 100$	
Performance Levels		Abatement?
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is	None

	between 80% and 94.99%	
Unsatisfactory	Percentage success rate is between 50% and 79.99%	None
Unacceptable	Percentage success rate is less than 50%	None

KPIs 6, 7 and 8 apply if the Supplier is appointed to provide ECO attendance or Non-Emergency Fault Response

KPI 6		
Key Performance Indicator	Attendance at ECOs and Non-Emergency Faults response requests on time	
Measure	Attendance to ECOs and Non-Emergency Faults response requests on time in accordance with timeframes stated in the Call-Off Contract (including the Specification)	
Event Definition	The Supplier shall attend all Emergency Call-Outs requests and Non-Emergency Faults response requests within the timeframes stated in the Call-Off Contract	
Monitoring Methods	The Company will assess the Supplier's attendance at Sites in respect of Emergency Call Outs and non-emergency faults per Quarter Percentage success rate = <u>Number of attendances on time</u> Total number of attendances requested by the Company	
Performance Levels		<u>Abatement?</u>
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 85% and 94.99%	An amount equivalent to 1 % of the value of the aggregate Contract Price for those Emergency Call Outs requests and Non-Emergency Fault

		response requests not attended on time
Unsatisfactory	Percentage success rate is between 60% and 84..99%	An amount equivalent to 2 % of the value of the aggregate Contract Price for those Emergency Call Outs requests and Non-Emergency Fault response requests not attended on time
Unacceptable	Percentage success rate is less than 60%	An amount equivalent to 3 % of the value of the aggregate Contract Price for those Emergency Call Outs requests and Non-Emergency Fault response requests not attended on time
KPI 7		
Key Performance Indicator	On time, complete and accurate submission to the Company of the Stage 2 analysis	
Measure	On time, complete and accurate submission to the Company of the Stage 2 analysis required in respect of ECO requests and Non-Emergency Fault response requests in accordance with the Call-Off Contract (including the Specification)	
Event Definition	The Supplier shall submit on time, complete and accurate Stage 2 analysis in accordance with the Call-Off Contract (including the Specification).	
Monitoring Methods	The Company will assess the Supplier's submission of timely, complete and accurate Stage 2 analysis per Quarter Percentage success rate = $\frac{\text{Number of analysis on time, complete and accurate}}{\text{Total number of ECOs and/or non-emergency faults requests attended by Supplier}} \times 100$	
Performance Levels		<u>Abatement?</u>

Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 85% and 94..99%	An amount equivalent to 1 % of the value of the aggregate Contract Price for those Emergency Call-Out requests and Non-Emergency Fault response requests in respect of which Stage 2 analysis was not delivered on time, complete and/or accurate
Unsatisfactory	Percentage success rate is between 60% and 84..99%	An amount equivalent to 2 % of the value of the aggregate Contract Price for those Emergency Call-Out requests and Non-Emergency Fault response requests in respect of which Stage 2 analysis was not delivered on time, complete and/or accurate
Unacceptable	Percentage success rate is less than 60%	An amount equivalent to 3% of the value of the aggregate Contract Price for those Emergency Call-Out requests and Non-Emergency Fault response requests in respect of which Stage 2 analysis was not delivered on time, complete and/or accurate

KPI 8		
Key Performance Indicator	On time, complete and accurate submission of Stage 3 full report.	
Measure	On time, complete and accurate submission of Stage full report required in respect of Emergency Call-Out requests and/or Non-Emergency Fault response requests in accordance with the Call-Off Contract (including the Specification)	
Event Definition	The Supplier shall submit on time, complete and accurate Stage 3 full reports in accordance with the Call-Off Contract (including the Specification).	

Monitoring Methods	The Company will assess the Supplier's submission of timely, complete and accurate Stage 3 full reports per Quarter Percentage success rate = <u>Number of Stage 3 full reports on time, complete and accurate</u> Total number of ECO requests and/or Non-Emergency Fault response requests attended	
Performance Levels		<u>Abatement?</u>
Meets Requirements	Percentage success rate is equal to or greater than 95%	None
Below Requirements	Percentage success rate is between 85% and 94..99%	An amount equivalent to 1 % of the value of the aggregate Contract Price for those Emergency Call- Out requests and Non-Emergency Fault response requests in respect of which Stage 3 full reports were not delivered on time, complete and/or accurate
Unsatisfactory	Percentage success rate is between 60% and 84..99%	An amount equivalent to 1 % of the value of the aggregate Contract Price for those Emergency Call-Out requests and Non-Emergency Fault response requests in respect of which Stage 3 full reports were not delivered on time, complete and/or accurate
Unacceptable	Percentage success rate is less than 60%	An amount equivalent to 1 % of the value of the aggregate Contract Price for those Emergency Call- Out requests and Non-Emergency Fault response requests in respect of which Stage 3 full reports were not delivered on time, complete and/or accurate

SCHEDULE 14: DISPUTE RESOLUTION PROCEDURE

1. For the purposes of this dispute resolution procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 14 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 71 (Dispute Resolution).

"Nominating Authority" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

- (A) the nature and a brief description of the Dispute;
- (B) details of where and when the Dispute arose; and
- (C) the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

"Senior Representative" means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 14 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Framework Agreement or the relevant Call-Off Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 28.
7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7 either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–29 by giving a Notice of Adjudication to the other parties to the Dispute.

9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:

(A) shall be a natural person acting in his personal capacity; and

(B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute

11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.

12. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.

13. The Referral Notice shall:

(A) include the facts relied upon by the referring Party in support of its claim(s);

(B) include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);

(C) include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;

(D) be accompanied by copies of, or relevant extracts from, this Framework Agreement and/or the relevant Call-Off Contract and such other documents on which the referring Party relies; and

(E) include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Framework Agreement or a Call-Off Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Framework Agreement/Call-Off Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Framework Agreement/Call-Off Contract and Sub-Contract disputes.
15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
- 15.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
- 15.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
- 15.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,
- a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.
16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 12, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 14 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Framework Agreement or

the relevant Call-Off Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Framework Agreement or the relevant Call-Off Contract, payment of the sum decided by the Adjudicator shall be due not later than seven (7) days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Framework Agreement or the relevant Call-Off Contract, whichever is the later.

21. The Adjudicator:

- (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
- (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
- (C) shall reach his decision in accordance with the law applicable to this Framework Agreement;
- (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
- (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
- (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.

22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

- (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
- (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
- (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
- (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Framework Agreement or the relevant Call-Off Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and
- (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.

23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.

24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.

25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 14 (Dispute Resolution Procedure).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 15: OBLIGATIONS ON HANDOVER

The provisions of this Schedule 15 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of this Framework Agreement and the relevant Call-Off Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the expiry date of each Call-Off Contract or on the date of receipt of any Termination Notice:
 - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company.
 - 1.2 in order to support the seamless transition of the Services following the expiry or termination date of the relevant Call-Off Contract, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
 - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
 - (F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services.
 - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the expiry or termination date of the relevant Call-Off Contract (as the case may be) and for a period of three (3) months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption.
 - 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the relevant Call-Off Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:
 - (A) details of the Services;
 - (B) details of employees who would transfer to the replacement contractor;
 - (C) management information; and

(D) any other information that the Company may reasonably require.

- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under the relevant Call-Off Contract.
2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the relevant Call-Off Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials and Equipment provided to the Supplier in accordance with Clause 28 (Free Issue Materials and Equipment) of this Framework Agreement, and shall provide replacement Equipment to the Company where such Equipment does not meet the required standard for return.
4. Without prejudice to the provisions of Clause 18 (Records and Audit) and 43 (Intellectual Property Rights), the Supplier shall:
 - 4.1 hand back to the Company (at the Expiry Date, expiry date of the relevant Call-Off Contract or the termination date (as the case may be)) all records, data, files, information and Documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
 - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and Documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 18 (Records and Audit) of this Framework Agreement; and
 - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or termination date (as the case may be)) all passes or entry permits.
5. The Supplier shall ensure that (at the Expiry Date, the expiry date of the relevant Call-Off Contract or the termination date (as the case may be)):
 - 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
 - 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier Personnel are present at handover; and
 - 5.3 all areas which the Supplier has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.

6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
 - 6.1 granting or procuring the grant of access to any premises used in performance of this Framework Agreement or the relevant Call-Off Contract, whether the Supplier's own premises or otherwise;
 - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Framework Agreement or the relevant Call-Off Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
 - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Framework Agreement and the relevant Call-Off Contract; and
 - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.
7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 15, in the final twelve (12) months of the relevant Call-Off Contract the Company shall be entitled to retain from each payment per Period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.
8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 15 (Obligations on Handover) and/or the Demobilisation Plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 14 (Consents) of this Framework Agreement.

SCHEDULE 16: KEY PERSONNEL



SCHEDULE 17: CONTRACT MANAGEMENT

Definitions

"Contract Performance Scorecard" has the meaning given in Schedule 14 (Performance Measurement);

"Health, Safety, Quality and Environmental Plan" means the plan prepared by the Supplier in accordance with Schedule 8 (Health, Safety, Quality and Environmental Requirements);

"Organisational Chart" means the chart of Supplier Personnel set out in Appendix 1 (Organisational Chart) to this Schedule 17 (Contract Management);

"TfL Contract Owners" means a designated senior manager or director representing the Company.

1. Governance/Management Groups and Meetings

1.1 The Supplier shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:

- (A) the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described in this Framework Agreement including Schedule 5 (Services) and the Call-Off Contract;
- (B) ensuring proactive and pre-emptive management of all Services;
- (C) providing strategic advice and support in the provision of the Services;
- (D) acting as the liaison point between the Company's Representative and the Supplier; and
- (E) ensuring that the Services provided are carried out in accordance with this Framework Agreement, the relevant Call-Off Contract and to the satisfaction of the Company's Representative.

1.2 The Supplier shall comply with the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 17 (Contract Management). The Supplier shall populate such organisational chart with the names of relevant Supplier Personnel within twenty (20) Working Days of the Commencement Date. The Supplier shall update such organisational chart and submit to the Company Quarterly.

1.3 The Supplier and Company shall ensure that their relevant representatives meet, as a minimum, in accordance with the frequencies set out in Table 1 (Contract Management Meeting Frequencies) of this Schedule 17 (Contract Management).

1.4 The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier. In the absence of the Supplier's Account Director or other Key Personnel, a suitable qualified replacement must be provided.

1.5 The Company shall, prior to each anniversary of the Commencement Date, develop and issue an annual schedule of meetings to monitor and manage the performance of the Services by the Supplier.

1.6 The Company shall develop and issue agendas for all meetings no later than two (2) Working Days prior to each meeting and shall take minutes of all meetings. The Meeting Chair (as set out in Tables 2-4 of this Schedule 17 (Contract Management)) shall be responsible for issuing

the minutes of all meetings for agreement with the Company within five (5) Working Days of each meeting taking place.

- 1.7 All meetings shall be held at the Company's premises unless agreed otherwise by the Company.
- 1.8 The Supplier shall, in addition to all meetings and plans specified in this Schedule 17 (Contract Management) produce and provide reports in accordance with this Schedule 17 (Contract Management) including the reports set out in Table 5 of this Schedule 17 (Contract Management) (together with such other reports are requested by the Company (acting reasonably) from time to time in writing). All information and reports shall be produced and provided in the format agreed by the Company and shall, if required by the Company, be sent electronically to the Company's electronic storage system or as otherwise specified by the Company.
- 1.9 The Supplier shall attend, with the Company in each Contract Year, the meetings set out in Tables 2-4 of this Schedule 17 (Contract Management), in the frequencies stated below:

Table 1- Contract Management Meeting Frequencies

Table 2	Annual Strategic Review	Annually
Table 3	Quarterly Review	Quarterly
Table 4	Operational Review Meeting	Each Period

Table 2: Annual Strategic Review

Strategic - Annual Strategic Review	
Purpose - A strategic assessment of the relationship between the Parties, including: • business updates from the Company and the Supplier; • achievements of the Company's and Supplier's objectives for the Framework Agreement and each Call-Off Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • Supplier's compliance with the performance requirements set out in Schedule 14 (Performance Measurement) in respect of all Call-Off Contracts; • review of the Supplier's progress in respect of strategy, health, safety and environmental issues) and compliance with QUENSH); and • developments within the parties and changes in the applicable market and industry that affect the Framework Agreement and each Call-Off Contract.	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Pan TfL - Strategic
Main Agenda Items	• Annual performance review • Annual financial review • Business and marketplace developments
Attendees (Company)	• TfL Contract Owner(s) • Senior Operational and Commercial Management Representatives
Attendees (Supplier)	• Supplier - Account Director • Senior Operational and Commercial Management Representatives
Meeting Chair	• Company's Representative
Reports Required	• All Contract Performance Scorecards for that Contract Year in respect of the Supplier's performance in accordance with Schedule 14 (Performance Measurement) • Full 12 month view Spend report
Decisions/ Reports/ Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion of such actions

Table 3: Quarterly Review

Tactical – Quarterly Review	
Purpose - A review of performance of the Services by Supplier over the preceding Quarter, including Quarterly review of Supplier performance including against the KPIs set out in Schedule 14.	
Title:	Quarterly Review
Frequency	Each Quarter
Business Level	Pan TfL - Tactical
Main Agenda Items	• Performance review • Financial review including abatements if applicable • Business and marketplace developments
Attendees (Company)	• Commercial Contract Management Representatives • Operational Contract Management Representatives
Attendees (Supplier)	• Commercial Contract Management Representatives • Operational Contract Management Representatives • Senior Operational and Commercial Management Representatives (in the event of Level 1, 2 or 3 Non Conformances)
Meeting Chair	• Company's Representative
Reports Required from the Supplier	• Spend report (cumulative from Commencement Date) • Lost Time Injuries • KPI1 On Time delivery • KPI1 On Time Delivery • KPI2 analysis • KPI2 final report • List of surveys and reports undertaken within each TfL entity
Decisions/ Reports/ Outputs	• Minutes and actions

Table 4 Operational Review Meeting

Operational Review Meeting	
Purpose - A review of the status of all relevant Call-Off Contracts – planned, in progress and completed, including but not limited to: • review of Supplier performance in previous Period; • brief update on operational priorities • review of Company's potential new requirements • review of Payment Applications and payment adjustments; • review of the Supplier's skills and resourcing requirements; • resolution of any on-going Supplier performance issues; • review of progress by Supplier in respect of health, safety and environmental issues (including compliance with QUENSH) and waste and resources management.	
Title:	Operational Review Meeting
Frequency	Per Period – if required by the Company
Business Level	Pan TfL - Strategic
Main Agenda Items	• Period operational review • Annual financial review • Business and marketplace developments
Attendees (Company)	• TfL Contract Owner(s) - optional • Operational and Commercial Management Representatives • Senior Operational and Commercial Management Representatives (in the event of Level 1 2 or 3 Non Conformances)
Attendees (Supplier)	• Supplier - Account Director • Operational and Commercial Management Representatives
Meeting Chair	• Company's Operational and Commercial Management Representatives
Reports Required	• Lost Time Injuries • Update on any remedial actions undertaken by the Supplier as a result of the escalation process and/or KPI2 scores awarded by the Company (quality) • Status of live Call-Off Contracts • Update on faults • Update on any resource/technical/safety issues
Decisions/ Reports/ Outputs	• Minutes and actions

2. Reports

The Supplier shall produce and provide to the Company the reports set out in the following table (together with such other reports as the Company (acting reasonably) requests from time to time in writing):

Table 5- Reports

	Report	Content to include, as a minimum:	Frequency
1.	Spend report (cumulative from Commencement Date)	Call-Off Contract name/reference, brief description of the Call-Off Contract (including the Services), Purchase Order Number, Site(s), business unit, Contract Price, value	Quarterly
2.	Lost Time Injuries	Full details of any Lost time Injuries per Period: date of injury, person(s) injured, Call-Off Contract details, business unit, Site, details of lost time, EIRF (external interim report form) number	Periodically and Quarterly
3.	KPI1 On Time delivery	Full details of Call-Off Contracts over the value of £1000 which are due to be delivered in the Quarter: Call-Off Contract name and reference, Purchase Order Number, Site(s), business unit, Contract Price, value, Call-Off Completion Date, actual date of Completion (as agreed by the Company in the Valid Completion Certificate), confirmation as to whether the Call-Off Completion Date was met or not	Quarterly
4.	KPI6 On Time Delivery	Full details of ECOs and Non-Emergency Faults response requests that were due to be attended to in the Quarter: ECO/Non-Emergency Fault reference, business unit, time attendance due, actual time attended, confirmation as to whether the Call-Off Contract timeframes were met or not	Quarterly
5.	KPI7 Stage 2 analysis	Full details of Stage 2 analysis that were due to be delivered in the Quarter: ECO/Non-Emergency Fault response request reference, business unit, time analysis due, actual time supplied, confirmation as to whether the Call-Off Contract timeframes were met or not and whether or not the Stage 2 analysis was complete and accurate	Quarterly
6.	KPI8 final report	Full details of Stage 3 full reports that were due to be delivered in the Quarter: ECO/Non-Emergency Fault response reference, business	Quarterly

		unit, time Stage 3 full report due, actual time supplied, confirmation as to whether the Call-Off Contract timeframes were met or not and whether or not the Stage 3 full report was complete and accurate	
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SCHEDULE 18 DVS SCHEDULE

Heavy Goods Vehicle Direct Vision Standard Schedule

1 Introduction

1. In this Schedule, the following terms shall have the corresponding meanings:

“Agreed DVS Plan”	means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule;
“Initial DVS Plan”	means the initial plan to be agreed by the Parties after the Commencement Date which sets out and proposes how the Supplier shall ensure that: (a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the contract achieve a minimum of a one (1) star Direct Vision Standard rating; (b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating;

2 DVS Plan

- 2.1 The Supplier shall comply with the Initial DVS Plan from the Commencement Date (or such other date as may be agreed by the Company's Representative). Within fifteen (15) Working Days of the Commencement Date (or such other date as may be agreed by the Company's Representative) the Company shall either:
- 2.1.1 confirm that the Initial DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or
- 2.1.2 provide the Supplier with any comments on and/or amendments to the Initial DVS Plan.
- 2.2 Within thirty (30) Working Days (for the purpose of paragraph 2.1.2) or 15 Working Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the Company in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Supplier shall:
- 2.2.1 develop the Initial DVS Plan to reflect such comments and/or amendments; and
- 2.2.2 submit an updated Initial DVS Plan to the Company for approval.
- 2.3 Within fifteen (15) Working Days of receipt of the updated Initial DVS Plan, the Company shall confirm that either the updated Initial DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed DVS Plan; or

2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial DVS Plan is approved by the Company.

2.4 Where the Company, acting reasonably, has not approved the updated Initial DVS Plan, the Supplier may refer that decision to the dispute resolution process set out in the Framework Agreement.

2.5 Without limiting any other provision of this Framework Agreement, the Supplier shall, at no additional cost to the Company, and as part of the Services:

2.5.1 implement, observe and comply with the Agreed DVS Plan; and

2.5.2 review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by the Company, to reflect:

2.5.2.1 any changes to the nature of the Services; and

2.5.2.2 any comments and/or amendments made or proposed by the Company.

3 DVS Co-ordinator

3.1 The Supplier shall nominate an employee/member of the Supplier's personnel with the necessary experience, competency and authority to:

3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and

3.1.2 act as the Supplier's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").

3.2 The Supplier shall add the DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 16.

4 Self Certification and Reporting

On each 12 month anniversary of the Commencement Date, the Supplier shall submit a report to the Company which sets out the Supplier's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed DVS Plan.